

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Southern District of New YorkDareltech, LLC*Plaintiff*

v.

Xiaomi Inc. et al. (all defendants listed on attached)*Defendant*

Civil Action No. 1:18-cv-08729-AKH

WAIVER OF THE SERVICE OF SUMMONS

To: David L. Hecht*(Name of the plaintiff's attorney or unrepresented plaintiff)*

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 no later than 04/24/2019. If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 02/05/2019

*Signature of the attorney or unrepresented party*Xiaomi Inc.*Printed name of party waiving service of summons*Ryan B. McCrum*Printed name*
Jones Day
901 Lakeside Ave.
Cleveland, OH 44114
*Address*rbmccrum@JonesDay.com*E-mail address*(216) 586-7291*Telephone number*

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

DARELTECH, LLC,

Plaintiff,

v.

XIAOMI INC., BEIJING XIAOMI
TECHNOLOGY CO., LTD.; XIAOMI
USA, INC. and XIAOMI TECHNOLOGY,
INC.,

Defendants.

Civil Action No. 18-cv-08729-AKH

JURY TRIAL DEMANDED

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Dareltech, LLC (“Dareltech”), by and through its attorneys, Pierce Bainbridge Beck Price & Hecht LLP, hereby demands and complains of Xiaomi, Inc.; Beijing Xiaomi Technology Co. Ltd. (“Beijing Xiaomi”); Xiaomi USA, Inc. (“Xiaomi USA”); and Xiaomi Technology, Inc. (“Xiaomi Tech”) (collectively, “Xiaomi”) as follows:

NATURE OF THE ACTION

1. This is an action under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*, for infringement by Xiaomi of Dareltech’s claims to U.S. Patent Nos. 9,037,128; 9,055,144; 9,503,627; and 9,571,716 (collectively referred to as the “Patents-in-Suit”).

PARTIES

2. Dareltech is a limited liability company organized and existing under the laws of Delaware, with its principal place of business at 6900 Wisconsin Avenue No. 30901, Bethesda, MD 20824.